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Lloyd's

Policy No. 79 DD 1633C

06/30/79 – 06/30/82

VOL XII TAB 1

01539

No. 778163C

100% of 80% of the
limits stated herein

Whereas H. B. WEAVERS LTD (as more fully described
in item 1 (a) of the declarations herein)
of 1114 Avenue of the Americas, New York, N.Y. 10036
hereinafter called the Assured, have paid U.S.\$444,400.00
Premium or Consideration to Us, the undersigned Assurers to
indemnify the Assured in
respect of GENERAL LIABILITY as per wording attached hereto.

during the period commencing at Thirtieth day of
June, 19 79 , and ending at Thirtieth
day of June, 19 82 .
Both days at 12.01 a.m. local Standard Time

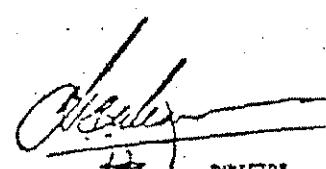
It is known by that we the undersigned Assurers do hereby bind ourselves each Company
for itself only and not the one for the other, to pay or make good to the Assured or the Assured's Executives,
Administrators and Agents, all such loss as above named, not exceeding ~~the amount of~~ ONE HUNDRED
Pounds of EIGHTY Pounds of the limits stated herein.

is all, that the Assured may sustain during the said period, within Seven Days after such loss is proved and that
in proportion to the several sums by each of us subscribed against our respective names not exceeding the several
sums aforesaid.

If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or
otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In witness whereof I being a representative of the London Office which is duly authorized by the
Assurers have hereunto subscribed my name on their behalf this 25th day of
November 19 80

BB/10


H. B. WEAVERS (UNDERWRITING) AGENCIES LTD

DIRECTOR

WRG 0675

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May 30.

LOM169027277

(4.65% VALLEYWOOD INSURANCE COMPANY LIMITED
(4.65% VEL PARIS INSURANCE COMPANY LIMITED
(11.88% VENTURE INSURANCE COMPANY LIMITED
(12.88% VANCE INSURANCE COMPANY LIMITED
(11.04% VENDETTA FIRE & MARINE INSURANCE COMPANY LIMITED
(7.47% VET. EARTHLINE INSURANCE COMPANY LIMITED
per: K.J. Vaughan (Dawsonville) Agencies Limited

ADDENDUM

Attaching to and forming part of Policy No.799D1633C
of CERTAIN INSURANCE COMPANIES

Issued to F. J. GRACE AND COMPANY

It is understood and agreed that following an adjustment of premium for the period 30th June 1978 to 30th June 1980 the earned premium does not exceed the minimum premium paid, therefore the Minimum and Deposit provisions of this Policy apply.

All other terms and conditions of the Policy remain unchanged.

Baileys London 28th August 2010

311/1

LO 34/67027275 DIRECTOR
THE NATIONAL LIBRARY AND MUSEUM LTD.

WRG 0676

U.L.U.4.1

UMBRELLA POLICY (LONDON 1971)

Named Assured: As stated in Item 1 of the Declarations forming a part hereof

~~in respect of which liability the Underwriters shall not be liable for any sum in respect of such liability and of which prompt notice has been given to Underwriters (hereinafter called the "Named Assured"):~~

INSURING AGREEMENTS:

1. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability:-

- (a) Imposed upon the Assured by law,
or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
(ii) Property Damage
(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world.

2. LIMIT OF LIABILITY -

Underwriters herein shall be only liable for the ultimate net loss the excess of either:-

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,
or (b) \$ 200,000 ultimate net loss in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limit");

and then only up to a further sum as stated in Item 2(a) of the Declarations in all in respect of each occurrence - subject to a limit as stated in Item 2(b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this Policy subject to all the terms, conditions and definitions hereof shall:-

- (1) In the event of reduction pay the excess of the reduced underlying limit
(2) In the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability beyond those set forth in the Declarations.

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2. PERSONAL INJURIES

The term "Personal Injuries", wherever used herein, means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any advertising activities.

3. PROPERTY DAMAGE -

The term "Property Damage", wherever used herein, shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Assured).

4. ADVERTISING LIABILITY -

The term "Advertising Liability", wherever used herein, shall mean:

- (1) Libel, slander or defamation;
- (2) Any infringement of copyright or of title or of slogan;
- (3) Piracy or unfair competition or idea misappropriation under an implied contract;
- (4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Assured's advertising activities.

5. OCCURRENCE -

The term "Occurrence", wherever used herein, shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. DAMAGES -

The term "Damages" includes damages for death and for care and loss of services resulting from personal injury and damages for loss of use of property resulting from property damage.

7. ULTIMATE NET LOSS -

The term "Ultimate Net Loss" shall mean the total sum which the Assured, or his Underlying Insurers as scheduled, or both, become obligated to pay by reason of personal injuries, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Assured's or of any underlying Insurer's permanent employees.

The Underwriters shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

- (b) to personal injury, property damage or advertising liability arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured;
- (c) to claims made against the Assured:-
 - (i) on account of Personal Injuries or Property Damage resulting from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured; if such failure is due to a mistake or deficiency in any design, formula, plan, specification, advertising material or printed instructions prepared or developed by the Assured; but this exclusion (i) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;
 - (ii) on account of Property Damage to the Assured's products arising out of such products or any part of such products;
 - (iii) on account of Property Damage to work performed by or on behalf of the Assured arising out of work or any portion thereof, or out of the materials, parts, or equipment furnished in connection therewith;
 - (iv) for the withdrawal, inspection, repair, replacement, or loss of use of the Assured's products or work completed by or for the Assured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (d) with respect to advertising activities, to claims made against the Assured for:-
 - (i) failure of performance of contract, but this shall not relate to claims for unauthorised appropriation of ideas based upon alleged breach of an implied contract;
 - (ii) infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
 - (iii) incorrect description of any article or commodity;
 - (iv) misuse in advertised price;
- (e) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- (f) to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, colour or national origin.

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E. INSPECTION AND AUDIT -

Underwriters shall be permitted but not obligated to inspect the Assured's property and operations at any time. Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Assured or others, to determine or warrant that such property or operations are safe.

Underwriters may examine and audit the Assured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

F. CROSS LIABILITY -

In the event of claims being made by reason of personal injury suffered by any employee of one Assured hereunder for which another Assured hereunder is or may be liable, then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of claims being made by reason of damage to property belonging to any Assured hereunder for which another Assured is, or may be, liable then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in Insuring Agreement 11.

G. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this policy, notice shall be sent as stated in Item 4 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

H. ASSISTANCE AND CO-OPERATION -

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers or both in the defense and control of any claim, suit or proceeding, relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Assured and Underwriters shall co-operate in all things in the defense of such claim, suit or proceeding.

I. APPEALS -

In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, Underwriters may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement 11 for any one occurrence and in addition the cost and expense of such appeal.

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P. CANCELLATION -

This policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than (sixty) days thereafter, cancellation shall be effective. The mailing of notice aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

Q. CURRENCY -

The premiums and losses under this policy are payable in the currency stated in Item 5 of the Declarations. Payment of Premium shall be made as stated in Item 6 of the Declarations.

R. CONFLICTING STATUTES -

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

S. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 7 of the Declarations, and that in any suit instituted against any one of them upon this policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 7 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding initiated by or on behalf of the Assured or any beneficiary hereunder arising out of this policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

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W R G 0681

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ATTACHING TO AND FORMING PART OF POLICY No. 790016030

DECLARATIONS:

W.R. GRACE & CO. and/or subsidiary, Associated,
Affiliated Companies and/or Organisations owned,
controlled and/or managed Companies as now or
hereinafter constituted

- ITEM 1. (a) Named Assured:- controlled and/or managed Companies as now or
hereinafter constituted
(b) Address of Named Assured:-
1114 Avenue of the Americas,
New York, N.Y. 10036

ITEM 2. Limit of Liability - at Insuring Agreement :-

- (a) Limit in all in respect of each occurrence U.S.\$ 5,000,000
(b) Limit in the aggregate for each annual period where applicable U.S.\$ 5,000,000

ITEM 3. Policy Period:- 30th June, 1979 to 30th June, 1982
(both days at 12.01 a.m. Local Standard Time)

ITEM 4. Notice of Occurrence (Condition G) to:-
Marsh & McLennan, Incorporated,
1221 Avenue of the Americas, New York, N.Y. 10020.

ITEM 5. Currency (Condition Q):-
United States Dollars

ITEM 6. Payment of Premium (Condition Q) to:-
Marsh & McLennan, Incorporated,
1221 Avenue of the Americas, New York, N.Y. 10020.

ITEM 7. Service of Process (Condition S) upon:-
Messrs. Mendes and Mount,
3, Park Avenue, New York,
N.Y. 10016, U.S.A.

L.P.O.354B (8/76)

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WRG 0682

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Attaching to and forming part of Policy No. 7W001603C

Issued to W.R. GRACE & CO.

SCHEDULE OF UNDERLYING INSURANCES:COVERAGELIMITCARRIERI. DOMESTIC GENERAL LIABILITY AND AUTOMOBILE LIABILITY.

	Bodily Injury	\$1,000,000 Each Occurrence \$2,000,000 Aggregate Products Liability only	C.M.A. of Illinois,
A.) General Liability Products Liability	Property Damage \$1,000,000 Each Occurrence \$2,000,000 Aggregate Products [Ability only]		
B.) Employee Benefits	\$ 400,000 Each Claim \$ 180,000 Annual Aggregate		
C.) Care Quality and Control	\$1,000,000 Each Occurrence	C.M.A. of Illinois,	
D.) Advertisers Liability	\$ 600,000 Each Occurrence	C.M.A. of Illinois,	
E.) Automobile Liability	Bodily Injury \$1,000,000 Each Occurrence Property Damage \$1,000,000 Each Occurrence	C.M.A. of Illinois, C.M.A. of Illinois, C.M.A. of Illinois, C.M.A. of Illinois, C.M.A. of Illinois,	

* W.R. Grace & Co. assumes the first \$100,000.00 of each loss within the framework of a retrospective rating plan. The premiums indicated are for insurance excess of \$100,000.00, up to policy limits. The combination of the \$100,000. Loss Assumption and pure insurance is equal to the limits shown above.

II. EMPLOYERS LIABILITY:

A.) Employers' Liability Including Employers Liability as respects Occupational Diseases	\$ 100,000 each Employee \$ 300,000 each Accident	C.M.A. of Illinois,
B.) Amendment of Coverage B Maritime (Jones Act)	Bodily Injury by Accident \$ 500,000 Each Employee \$ 500,000 Each Accident Bodily Injury by Disease \$ 500,000 Each Employee \$ 500,000 Aggregate Universe (Per State)	C.M.A. of Illinois,

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COVERAGE

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CARRIERLIMIT

C.M.A. of Illinois

<u>COVERAGE</u>	<u>LIMIT</u>	<u>CARRIER</u>
C) United States Federal Longshoremen and Harbor Workers Act.	\$ 250,000 Each Employee \$ 500,000 Each Accident	United States Aviation Insurance Group,
III. I. AIRCRAFT LIABILITY (Excluding Non-Denierhip)	\$15,000,000 Combined Single Limit including Voluntary Settlements of \$250,000 per Person - including Crew (Part of and not in addition to the \$15,000,000 limit)	United States Aviation Insurance Group,

A) Care, Custody or Control

\$ 1,000,000 each and every occurrence
(With respect to Vessel, Building or Other Property or Containis thereof required by Lease or other Agreements or if insurance is purchased)

United States Aviation Insurance Group.

B) Non-Denierhip Hull Liability

\$ 3,000,000 Per Occurrence and Aggregate

United States Aviation Insurance Group.

C) Aircraft Non-Denierhip Liability

\$10,000,000 Combined Single Limit.

United States Aviation Insurance Group,

2) GROUND INSURANCEERS LIABILITY

\$ 2,000,000 Each Aircraft
\$ 2,000,000 Each Occurrence

United States Aviation Insurance Group,

V. A) CHARTERERS LIABILITY/SHIPPER'S LIABILITY

for W.R. Grace & Co.

*\$ 2,000,000 Damage to Vessel and Cargo

Archerite-Boston Manufacturers Insurance Co.

\$ 2,000,000 Demurrage and removal of Wreck
\$ 2,000,000 Collision (Third Party
Including Demurrage, Property Damage,

\$ 2,000,000 Each Person
\$ 2,000,000 Each Accident
Third Party Bodily Injury Liability
including liability to Crew of Chartered Vessel

Archerite-Boston Manufacturers Insurance Co.

\$ 2,000,000 Deductible Each Accident.
* limits will increase to \$5,000,000 when and if a sulphur shipment takes place. This increased limit will remain in effect for the duration of policy term. To date no sulphur shipments have taken place and none anticipated for current policy period.

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TCOVERAGELIMITCARRIER

<u>COVERAGE</u>	<u>LIMIT</u>	<u>CARRIER</u>
A) CHARTERER'S LIABILITY for Aruba Chemical Industries, N.Y.	\$2,000,000 Damage to Vessel and Cargo \$2,000,000 Demurrage or Removal of Wreck. \$2,000,000 Collision (Third Party) including Downtime, Property Damage \$2,000,000 Each Person \$2,000,000 Each Accident Third Party Bodily Injury Liability including Liability to Crew Chartered vessel, \$5,000 Deductible Each Accident.	Arwiright-Boston Manufacturers Insurance Co.
P.M.M. G.ASSOCIATES, INC. A) Insurance Brokers Errors and Omission Coverage	\$2,000,000 Each Claim/Accident \$ 5,000 Deductible Per Claim	Employers Reinsurance Corporation
B) Excess Insurance Brokers Errors and Omission Coverage	\$1,000,000 Each Claim/Aggregate Excess of \$2,000,000 \$2,000,000 Excess of \$3,000,000	Arlistics Insurance Company, North River Ins. Co.
V) FOREIGN INSURANCE A.W.R. Grace & Co.	\$1,000,000 Per Occurrence combined single Limit Bodily Injury and Property Damage for General Liability and Automobile Liability combined \$2,000,000 Aggregate Products Liability \$2,000,000 Aggregate Property Damage Per Location \$ 250,000 Self-Insured for Property In Insured's Care, Custody and Control	Granite State Insurance Co.
B) Grace Petroleum Lubricants Inc.	Body Injury \$300,000 each Occurrence Property Damage \$250,000 Each Occurrence \$300,000 Annual Aggregate	Granite State Insurance Co.
1) General Liability including Products Liability		

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CONTRACT

LIMIT

CARRIER

8) 2. Automobile Liability

Bodily Injury \$220,000 each Person
\$100,000 each Occurrence

Granite State Insurance Co.

Property Damage \$50,000 each Occurrence

Granite State Insurance Co.

3. Employer's Liability

\$120,000 each Person
\$20,000 each Accident

Granite State Insurance Co.

WRG 0686

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ADDENDUM NO.1

Attaching to and forming part of Policy No.79DD1633C

Issued to W.R.GRACE & CO.

As respects the Assured's operations outside the United States of America and/or Canada Insuring Agreement II is amended to read as follows:-

"...Underwriters hereon shall be only liable for the ultimate net loss the excess of either:-
(a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances;
or (b) \$250,000.00 ultimate net loss in respect of each occurrence, whichever is the greater,
or (c) \$250,000.00 ultimate net loss in respect of each occurrence not covered by said underlying insurances."

....."

All other terms and conditions of the Policy remaining unchanged.

Dated, London 10th December 1979

DN/sc

WRG 0687

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ADDENDUM NO. 2

Attaching to and forming part of Policy No. 79DD1633C

Issued to: W.R. GRACE & CO.

It is hereby understood and agreed that this policy is extended to include "Employee Benefit Liability", as more fully defined in the scheduled underlying policies, and that as respects such coverage this policy is subject to the same warranties, terms and conditions (except as regards the premium, the obligation to investigate and defend, the amount and limits of liability and the renewal agreement, if any) as are contained in the said underlying policies.

It is however further understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law #93-606 commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 10th December, 1973

DB/sc

WRG 0688

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ADDENDUM NO.2

Attaching to and forming part of Policy No.79001603C

Issued to: V.R.GRACE & CO.

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this Policy shall not apply:-

A To Property Damage claims arising from:-

- (1) Erroneous delivery of seeds, erroneous substitution of one seed from another, or mislabelling of seeds;
- (2) Cross pollination;
- (3) Germination failure;
- (4) The presence of noxious weed seed;
- (5) Natural shrinkage of grain;
- (6) Loss of and/or damage and/or deterioration from delay or from moisture content of grain;
- (7) Commingling of grain.

B (1) To liability arising under any policy of insurance or reinsurance;
(2) To liability arising out of the issuance, non-issuance, declination or cancellation of, or the imposition of special terms to any policy of insurance or reinsurance.

C In respect of oil and/or gas drilling and/or exploration operations to:-

- (i) the cost of control of any oil and/or gas well
- (ii) loss of hole and/or in hole equipment.

It is further understood and agreed that except insofar as coverage is available to the assured in the underlying insurances as set out in the attached Schedule, this Policy shall not apply:-

- (A) To Charterers' liability;
- (B) To the safe berthing of any marine vessel;
- (C) To marine vessels in the Assured's Care, Custody or Control;
- (D) To Non-owned watercraft liability;
- (E) To Contractual Liability;
- (F) To Incidental Malpractice liability;
- (G) In respect of oil and/or gas drilling and/or exploration operations to:-
 - (i) explosion, blowout and/or cratering;
 - (ii) underground Property Damage not already excluded by the Seepage, Pollution and Contamination Clause No.1 and the Seepage, Pollution and Contamination Exclusion Clause No.2.
- (H) To liability resulting from the ownership, maintenance and/or operations of any dock, wharf and/or quay facility.
- (I) To Punitive and/or exemplary Damages
- (J) To Pharmacists' liability.

All other terms and conditions of the Policy remaining unchanged.

Dated , 10th December 1979
DU/ac

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APPENDIX NO. 8

Attaching to and forming part of Policy No. 79DDJ633C

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this Policy shall apply to "Joint Ventures" subject always to the following attached "Joint Venture Clause" given below except in respect of those Joint Ventures which are excepted by virtue of Addendum No(5)

J-POINT VENTURE CLAUSE

(Three Parts Enclosed)

(Approved by Lloyd's Underwriters' Standard Form Addendum)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is incurred under this Policy and arises in any manner whatsoever out of the existence or existence of any joint venture, partnership, joint stock, joint operating agreement or partnership thereto whether such a joint venture is in which one company has an interest, the liability of Underwriters on the Policy shall be limited to the amount of (a) the percentage interest of the Assured in the said Joint Venture and (b) the limit of liability of the Assured in respect of his interest in the said Joint Venture. Where the percentage interest of the Assured in said Joint Venture is 50% or less, the percentage to be applied shall be that which would be equivalent to the 50% ownership of the Joint Venture. Such percentage shall not be increased by the inclusion of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where one underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1) in the policy of Underwriters under this Policy, as shown by paragraph (1) above, in the case of (a) such reduced limits of any underlying losses, netted and (b) the sum of any underlying insurance(s) are reduced.

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It is further understood and agreed that the term "Joint Venture" as used in the above attached "Joint Venture Clause" or elsewhere within the Policy wording shall be understood to mean:

"Any joining together of two or more companies, either legally or contractually, for the purpose of any business undertaking where joint financial or corporeal benefit is intended."

All other terms and conditions of the Policy remaining unchanged.

Dated, London 10th December 1979
DWA/C

WRG 0690

U.S. GOVERNMENT PRINTING OFFICE

ADDENDUM NO.5

Attaching to and forming part of Policy No 79DD1633C

Issued to W.R.GRACE & CO.

It is hereby understood and agreed that the "Joint Venture Clause" contained in Addendum No.4 shall not apply in respect of any co-venture or partnership where:

- (A) The Assured's financial interest is at least 50%;
- (B) The Assured has sole responsibility for the management and operation;
- (C) The Assured is obligated to provide full insurance.

Notwithstanding the foregoing, it is understood and agreed that any future contractual agreement issued by the Assured to its co-venturers or partners will specify that the insurance provided by the Assured's insurers shall be the sole and exclusive protection afforded to any and all members of such ventures.

All other terms and conditions of the Policy remaining unchanged.

Dated, London 10th December 1973

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WRG 0691

ADDENDUM NO.6

Attaching to and forming part of Policy No.7YDDE6JJC

Issued to V.R.GRACE & CO.

ADJUSTMENT CLAUSE.

Notwithstanding anything stated herein to the contrary, it is hereby agreed that the premium charged hereon is comprised of a Minimum and Deposit of \$1,320,000.00 part of \$1,650,000.00 plus an annual flat premium charge of \$14,400.00 part of \$18,000.00 in respect of Charterers Liability and in respect of the coverage provided hereunder for the safe berthing of any marine vessel and marine vessels in the Assured's care, custody or control and shall be due and payable as follows:-

<u>30th June 1979</u>	-	\$440,000.00 part of \$350,000.00 (Minimum and Deposit)
	plus	\$ 14,400.00 part of \$ 18,000.00 (Flat Premium)
<u>30th June 1980</u>	-	\$440,000.00 part of \$350,000.00 (Minimum and Deposit)
	plus	\$ 14,400.00 part of \$ 18,000.00 (Flat Premium)
<u>30th June 1981</u>	-	\$440,000.00 part of \$350,000.00 (Minimum and Deposit)
	plus	\$ 14,400.00 part of \$ 18,000.00 (Flat Premium)

It is further understood and agreed that the Minimum and Deposit Premium specified above is subject to adjustment with Earned Premium to be calculated at a rate of 0.0825 per \$1,000.00 of the Assured's Gross Receipts.

The Assured shall declare to Underwriters as soon as possible after each anniversary date (commencing with the 30th June 1980) the total amount of their Gross Receipts during the preceding annual period and should the Earned Premium so computed exceed the Deposit Premium charged for said annual period then the balance shall be immediately payable by the Assured to the Underwriters.

Notwithstanding anything contained herein to the contrary, if this Policy shall be cancelled by the Assured, Underwriters shall be entitled to the Earned Premium for the period that this Policy has been in force or the short rate proportion of the Minimum Premium whichever is the greater, plus the short rate proportion of the flat premium charge. If this Policy is cancelled by Underwriters they shall be entitled to the Earned Premium for the period that this Policy has been in force or pro rata of the Minimum Premium whichever is the greater, plus the pro rata proportion of the flat premium charge.

All other terms and conditions of the Policy remaining unchanged.
Dated, London 10th December 1979

WRG - 0692

04357

ADDENDUM NO. 7

Attaching to and forming part of Policy No. 73DD1633C

Issued to: W.R. GRACE & CO.

Notwithstanding the fact that the Assured has underlying insurance in force providing coverage in respect of Products Recall and Architects Errors and Omissions insurance, it is specifically understood and agreed that no such coverage shall be provided hereunder and for the purposes of this Policy the underlying coverage shall not be impaired by such exposures.

It is further understood and agreed that this Policy shall not apply to any loss which would have been covered by the scheduled underlying policies, except for the deductible provisions contained therein.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 10th December, 1979

DB/se

WRG - 0693

ADDENDUM 8

Attaching to and forming part of Policy No. 79DD1633C

Issued to: W.R.GRACE & CO.

It is hereby understood and agreed that the following attached clause shall apply in respect of the Assured's oil and/or gas operations, over land and/or under water:

SEEPAGE POLLUTION AND CONTAMINATION CLAUSE ATTACHED NO. 8
(Approved by Lloyd's Standard & Normal Addendum)

This Insurance does not cover any liability for:
(1) Pollution, loss or damage to sub-surface oil, gas or any other substance caused by surface pollution or contamination, except that the liability would otherwise be covered under this Clause if the surface pollution or contamination is attributable to Newcomen, occurring on land or an oil or gas well, or otherwise, or under the control of, the Assured;
(2) Loss of, damage to, or loss of use of property situated on land or seabed due to subsidence caused by subsurface operations of the Assured;
(3) Personal injury or bodily injury or disease arising from subsurface damage or indirectly caused by average, pollution or subsidence, except that the liability under Paragraph (3) shall not apply to liability for Personal Injury or Disease resulting from physical damage to or destruction of tangible property, or to damage to tangible property damaged or destroyed where such seepage, pollution or contamination is the result of sudden, uncontrolled and unexpected happening during the period of this Insurance;
(4) The cost of removing, stabilizing or reworking surfaces and structures which have suffered subsidence unless the seepage, pollution or subsidence has been caused by sudden, uncontrolled and unexpected happening during the period of this Insurance;
(5) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend the Insurance to cover any liability which would not have been covered under the Insurance had this Clause not been attached.

SEEPAGE POLLUTION AND CONTAMINATION CLAUSE ATTACHED NO. 1
(Approved by Lloyd's Standard & Normal Addendum)

This Insurance does not cover any liability for:
(1) Removal of, loss of or damage to sub-surface oil, gas or any other substance caused by surface pollution or contamination, except that the liability would otherwise be covered under this Clause if the surface pollution or contamination is attributable to Newcomen, occurring on land or an oil or gas well, or otherwise, or under the control of, the Assured;
(2) Loss of, damage to, or loss of use of property situated on land or seabed due to subsidence caused by subsurface operations of the Assured;
(3) Personal injury or bodily injury or disease arising from subsurface damage or indirectly caused by average, pollution or subsidence, except that the liability under Paragraph (3) shall not apply to liability for Personal Injury or Disease resulting from physical damage to or destruction of tangible property, or to damage to tangible property damaged or destroyed where such seepage, pollution or contamination is the result of sudden, uncontrolled and unexpected happening during the period of this Insurance;
(4) The cost of removing, stabilizing or reworking surfaces and structures which have suffered subsidence unless the seepage, pollution or subsidence has been caused by sudden, uncontrolled and unexpected happening during the period of this Insurance;
(5) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend the Insurance to cover any liability which would not have been covered under the Insurance had this Clause not been attached.

22/1/70
N.M.A. 162.

It is further understood and agreed that the following attached clause shall apply in respect of all operations of the Assured, other than oil and/or gas operations.

INDUSTRIAL SEEPAGE POLLUTION AND CONTAMINATION CLAUSE ATTACHED NO. 1
(Approved by Lloyd's Standard & Normal Addendum)

This Insurance does not cover any liability for:
(1) Removal of, loss of or damage to sub-surface oil, gas or any other substance caused by surface pollution or contamination, except that the liability would otherwise be covered under this Clause if the surface pollution or contamination is attributable to Newcomen, occurring on land or an oil or gas well, or otherwise, or under the control of, the Assured;
(2) Loss of, damage to, or loss of use of property situated on land or seabed due to subsidence caused by subsurface operations of the Assured;
(3) Personal injury or bodily injury or disease arising from subsurface damage or indirectly caused by average, pollution or subsidence, except that the liability under Paragraph (3) shall not apply to liability for Personal Injury or Disease resulting from physical damage to or destruction of tangible property, or to damage to tangible property damaged or destroyed where such seepage, pollution or contamination is the result of sudden, uncontrolled and unexpected happening during the period of this Insurance;
(4) The cost of removing, stabilizing or reworking surfaces and structures which have suffered subsidence unless the seepage, pollution or subsidence has been caused by sudden, uncontrolled and unexpected happening during the period of this Insurance;
(5) Fines, penalties, punitive or exemplary damages.

All other terms and conditions of the Policy remaining unchanged.

WRG

0694

01559

ADDENDUM NO. 9

Attaching to and forming part of Policy No. 78001633C

Issued to: W.R. GRACE & CO.

It is hereby understood and agreed that the BOOKER DRILLING COMPANY is included herein as an additional Assured. In consequence of the above the CNA Casualty Company of Illinois will provide underlying coverage on a "Difference Between" basis up to the appropriate underlying limits as expressed in the schedule attached hereto until such time as the existing underlying insurances of Booker Drilling Company are cancelled and the coverages are included within the CNA underlying insurance programme.

Gross Receipts from the aforementioned entity shall be included in the premium adjustment in accordance with Addendum No. 6.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 10th December, 1979

DB/IC

WRG 0695

01560

ADDENDUM NO.1D

Attaching to and forming part of Policy No.79DD1633C

Issued to W.R.GRACE & CO.

WARRANTY

It is hereby warranted by the Assured that Physical Damage coverage is maintained for 100% values in respect of all Highly Protected Risk properties and that a blanket block policy for \$50,000,000 excess of a \$1,000,000 deductible is maintained for all other real property; all property in the Assured's care, custody or control being covered by such policies.

WRG 0696

01561

ADDENDUM NO. 11

Attaching to and forming part of Policy No. 79001630C

Issued to:- W.R. GRACE & CO.

It is hereby understood and agreed that this Policy is extended to include "Data Processors Errors and Omissions" and "Insurance Brokers Errors and Omissions".

It is however specifically understood and agreed that the above extension in coverage is only applicable insofar as such coverage is available to the Assured in the schedule of Underlying Insurances attached hereto and that as respects such coverages this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the obligation to investigate and defend, the amount and limits of liability and the renewal agreement, if any), as are contained in said Underlying Insurances.

All other terms and conditions of the Policy remaining unchanged.

WRG .0697

01552

ADDENDUM NO. 12

Attaching to and forming part of Policy No. 73001633C

Issued to: W R GRACE & COMPANY

It is hereby understood and agreed that with effect from 30th June, 1979, Addendum No.3 of this Policy is deleted and replaced by the following:-

It is hereby understood and agreed that the "Joint Venture Clause" contained in Addendum No.4 shall not apply in respect of any co-venture or partnership where:

- (A) The Assured's financial interest is at least 50%, or
- (B) The Assured has sole responsibility for the Management and operation, or
- (C) The Assured is obligated to provide full insurance.

Notwithstanding the foregoing, it is understood and agreed that any future contractual agreement issued by the Assured to its co-venturers or partners will specify that the insurance provided by the Assured's insurers shall be the sole and exclusive protection afforded to any and all members of such ventures.

All other terms and conditions of the Policy remaining unchanged.

NP/rjh

13/10/79/PL
L038K9027275

WRG 0-698

01563

COPY

ADDENDUM NO 13

Attaching to and forming part of Policy No 7BDD1633C

Issued to: " X.R.GRACE & CO.

It is understood and agreed that, with effect from 1st October 1980 this Policy shall apply in respect of the Joint Venture known as Four Corners Mine and International Minerals & Chemical Corporation is included hereon in respect of their interest in this Joint Venture. Also included as an Additional Assured is Morgan Guaranty Trust Company of New York, but only in respect of their interest as mortgagee in the Four Corners Mine Joint Venture and pursuant to the terms and conditions of the credit agreement dated January 27, 1981.

It is further understood and agreed that coverage provided hereon shall apply separately in excess of the following underlying insurances in respect of the Four Corners Mine Joint Venture.

<u>Coverage</u>	<u>Limit</u>	<u>Carrier</u>
A. General Liability	\$1,000,000 (applies separately to each contractor but is subject to a combined \$3,000,000 limit for any one occurrence.)	Hartford Insurance Company,
B. Employers Liability	\$ 300,000	Hartford Insurance Company,
C. Umbrella liability (To apply excess of A and B above)	\$20,000,000	Hartford Insurance Company,

It is further understood and agreed that the Joint Venture Clause incorporated in Addendum No 4 will not apply to this Joint Venture.

1.1283 [initials] 1038169
DIRECTOR 037275
J. R. STAFFORD LTD., SECURITIES LTD.

All other terms and conditions of the Policy remaining unchanged.

WRG 0699

01564

BENDON NO 14

Attaching to and forming part of Policy No 79001030C

Issued to: W.R.GRACE & CO.

It is hereby understood and agreed that with effect from 30th March, 1982
this Policy shall not apply to Chemco Corporation and/or any subsidiary,
organisation or company, including subsidiaries of a subsidiary company,
owned controlled or coming under the active management of Chemco Corporation.

23/1/82  202816902:
J A WEIGERT DIRECTOR

All other terms and conditions of the Policy remaining unchanged
PSCB/sc

WRG-0700

01505

CC BY

ADDENDUM NO 15

Attaching to and forming part of Policy No 79DD1630C

Issued to: W.R.GRACE AND CO.

It is understood and agreed that with effect from 30th April, 1982 the Assured leased an aircraft (Gulf Stream II No.227-GL) to Mobil, who give the understanding that they will provide insurance. If there should be a breach of contract, W.R.Grace's primary Aviation Policy will respond for any contingent liability that may exist.

All other terms and conditions of the Policy remaining unchanged.
PSCB/sc

J. Bell
30384 H
1. DIRECTOR
1038169027275

WRG 0701

U1957

C. T. BOWRING & CO. (INSURANCE) LTD.
Lloyd's Brokers
AMERICAN NON-MARINE DIVISION

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

P.O. BOX 148, TELEPHONE: 01-262 3100
THE BOWRING BUILDING, TELEGRAMS: BOWINEUR
TOWER PLACE, LONDON EC3
LONDON, EC3P 3BE TELEX: 862191
(Registered Office) Registered No. 78170 London

Please quote Ref.
No. PY107779

Date 2nd August, 1979

VAT No. 244 2617 78

Renewing No. 35446

In accordance with your instructions we have arranged cover as follows:

<u>TYPE</u>	CRISPILLA LIABILITY INCLUDING EMPLOYEE BENEFIT LIABILITY BUT EXCLUDING CLAIMS ARISING FROM E.I.I.S.A. (1974). EXCLUSIONS AS ATTACHED.
<u>FORM</u>	WORDING AS EXPIRING AS FAR AS APPLICABLE TO BE AGREED BY UNDERWRITERS.
<u>ASSURED</u>	W.R. GRACE & CO. et al and/or Subsidiary, Associated, Affiliated Companies and/or Organisations owned, controlled and/or managed Companies as now or hereinafter constituted plus joint ventures as expiring.
<u>PERIOD</u>	36 months at 30th June, 1979.
<u>INTEREST</u>	Coverage in respect of all the insureds operations.
<u>SUM INSURED</u>	50% of \$5,000,000 each occurrence (Aggregates Products and Occupational Disease) Excess of (A) The amount covered under underlying insurances as per schedule (B) \$100,000 each occurrence in respect of losses not covered by said underlying insurances.
<u>SITUATION</u>	Worldwide.

For the attention of Tom Clarke/Frank Nasella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

C. T. BOWRING (INSURANCE) LTD.

Director

W.R.G 0703

and advise us immediately if it is incorrect
or does not meet your requirements.

CONDITIONS

Service of Suit Clause (U.S.A.).
4% Tax Clause (if applicable).
Ex. Agg. Endorsement - subject primaries unimpaired at
inception hereon.
Cancellation Clause 60 days.
N.M.A. 1687 (amended as expiring).
N.M.A. 1685 except in respect of oil and gas operations which
subject N.M.A. 1683 other than operations on, over or under
water which subject to N.M.A. 1684.

PREMIUM

80% of Minimum and Deposit \$1,650,000 (payable 1/3rd annually)
adjustable annually at 9-1/4% on gross receipts.
Plus Additional Premium \$18,000 annual in respect of coverage
provided hereon by Part II Exclusions (A) (B) & (C).

Less 4% Federal Excise Tax.

INFORMATION

As over

For the attention of Tom Clarke/Frank Nasella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

WRG 0704

and advise us immediately if it is incorrect
or does not meet your requirements.

01569

INFORMATION

Assured's operations are basically involved in 3 areas being:

- 1) Chemicals which total 54.10% and is split 40.70% Industrial and Specialty 13.40%
- 2) Consumer Products which total 38.90% and split 9.10% U.S. Specialty Retailing, 6.00% U.S. Restaurants, 23.80% other than above plus total Foreign Consumer.
- 3) Natural Resources 7%

Estimated Annual Sales:

1979 \$4,930,000,000
1980 \$5,666,800,000
1981 \$6,383,400,000

1979 Annual Payroll \$493,749,143

No manufacturing or relabelling on packaging of Pharmaceutical Products by the Assured other than resulting from operations of HPI Hospital Pharmacies Division of Daylin Inc.

No change in expiring information regarding Mining Operations and Aviation Products Exposure.

Herson

COMPANIES (as attached) 100%

For the attention of Tom Clarke/Frank Nasella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

WRG 0705

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

01570

EXCLUSIONS (ADDITIONAL TO FORM)

W.R. GRACE.

PART I

(A) Property Damage arising from:

- 1) Erroneous delivery of seeds, erroneous substitution of one seed for another, or mislabeling of seeds;
 - 2) Cross pollination;
 - 3) Germination failure;
 - 4) The presence of various weed seed;
 - 5) Natural shrinkage of grain;
 - 6) Loss of and/or damage and/or deterioration from delay or from moisture content of grain;
 - 7) Commingling of grain;
- (B) 1) To liability arising under any policy of insurance or reinsurance;
2) To liability arising out of the issuance, non-issuance, declination or cancellation of, or the imposition of special terms to any policy of insurance or reinsurance;
- (C) In respect of oil/gas drilling and/or exploration operations:
(i) cost of control of any oil/gas well
(ii) loss of hole and/or in hole equipment

PART II

- (A) Charterers Liability;
(B) Safe berthing of any marine vessel;
(C) Marine vessels in Assured's Care, Custody or Control;
(D) Non owned watercraft liability
(E) Contractual;
(F) Incidental malpractice

For the attention of Tom Clarke/Frank Masella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

WRG U706

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

(G) In respect of oil/gas drilling and/or exploration operations:

- (i) explosion, blowout and/or cratering
- (ii) underground Property Damage not already excluded by H.M.A.
1683/4/5;

(H) Data processors Errors and Omissions;

- (I) Liability resulting from ownership, maintenance and/or operations of any dock,
wharf and/or quay facility
- (J) Insurance brokers errors and omissions;
- (K) Punitive and/or Exemplary Damages;
- (L) Pharmacists Liability.

For the attention of Tom Clarke/Frank Nasella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

WRG 0707

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

01572

WARRANTIES - W.R. GRACE UMBRELLA.

- (1) Notwithstanding scheduled underlying policies contain limits in respect of products recall and architects Errors and Omissions, no coverage provided hereon and for the purposes of the policy Underlying Coverages not be impaired by such exposure.
- (2) Physical damage coverage maintained for 100% values in respect of all H.P.L. properties and blanket block policy for \$50,000,000 excess of \$1,000,000 deductible maintained for all other real property, all property in Assured's Care, Custody and Control covered by such policies.
- (3) No step down excess of Self Insured Retention hereon in the event of any loss not being covered by scheduled primaries due to deductible contained therein.

For the attention of Tom Clarke/Trank Hassell,
Marsh & McLennan, Inc.
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

WRG 0708

7

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

W.R. GRACE & CO.
SCHEDULE OF UNDERLYING INSURANCE

01573

<u>COVERAGE</u>	<u>LIMIT</u>	<u>CARRIER</u>
I. DOMESTIC GL AND AL:		
A.) General/Products Liability	B.I. \$1,000,000 Each Occurrence \$2,000,000 Aggregate Products Only	C.H.A.
	P.D. \$1,000,000 Each Occurrence \$2,000,000 Aggregate Products Only	C.H.A.
B.) Employee Benefits	\$ 500,000 Each Claim \$ 750,000 Annual Aggregate	C.H.A.
C.) Cars, Custody and Control	\$1,000,000 Each Occurrence	C.H.A.
D.) Advertisers Liability	\$ 500,000 Each Occurrence	C.H.A.
E.) Automobile Liability	B.I. \$1,000,000 Each Occurrence P.D. \$1,000,000 Each Occurrence	C.H.A.
		C.H.A.
* W.R. Grace & Co. assumes the first \$500,000 of each loss within the framework of a retrospective rating plan. The premiums indicated are for insurance excess of \$500,000 up to policy limits. The combination of the \$500,000 Loss Assumption and pure insurance is equal to the limits shown above.		
II. EMPLOYERS LIABILITY:		
A) Employers' Liability including Occupational Disease	\$ 500,000 Each Employee \$ 500,000 Each Accident	C.H.A.

For the attention of Tom Clarke/Frank Masella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

WRG 0709

8

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

B) Amendment of Coverage B
Maritime (Jones Act)

Bodily Injury by Accident
\$500,000 Each Employee
\$500,000 Each Accident
Bodily Injury by Disease
\$500,000 Each Employee
\$500,000 Aggregate Disease
(Per State)

C.H.A. 01574

C) U.S. F.L. & H.W.A.

\$250,000 Each Employee
\$500,000 Each Accident

C.H.A.

III

A. AIRCRAFT LIABILITY
(Excluding Non-Ownership)

\$15,000,000 Combined Single
Limit including Voluntary
Settlements of \$250,000 Per
Person - including Crew (Part of
and not in addition to the
\$10,000,000 Limit)

U.S.A.I.G.

A) Care, Custody or Control

\$ 1,000,000 Each and Every Loss
(with respect to Hangars,
Buildings or Other Property
or Contents thereof required
by Lease or Other Agreement or
if Insurance is purchased)

U.S.A.I.G.

B) Non-Ownership Hull
Liability

\$ 5,000,000 Per Occurrence
and Aggregate

U.S.A.I.G.

C) Aircraft Non-Ownership
Liability

\$10,000,000 Combined Single Limit

U.S.A.I.G.

2) GROUND HANGARKEEPERS
LIABILITY

\$2,000,000 Each Aircraft
\$2,000,000 Each Occurrence

U.S.A.I.G.

For the attention of Tom Clarke/Frank Masalla,
Marsh McLennan, Inc.,
Europe of the Americas,

N.Y. 1020
U.S.A.

WRG 0710

and advise us immediately if it is incorrect
or does not meet your requirements.

01575

X. A) CHARTERER'S LIABILITY/

WHARFINGERS LIABILITY
for W.R. Grace & Co.

*\$2,000,000 Damage to Vessel
and Cargo
\$2,000,000 Demurrage and
removal of Wreck
\$2,000,000 Collision (Third Party
Including Demurrage - P.D.)
\$2,000,000 Each Person
\$2,000,000 Each Accident
Third Party Bodily Injury
Liability including Liability to
Crew of Chartered Vessel
\$ 5,000 Deductible Each Accident

Arkwright-Boston
Manufacturers
Insurance Co.

* Limit will increase to \$5,000,000 when and if a sulphur shipment takes place. The increased limit will remain in effect for the duration of policy term. To date no sulphur shipments have taken place and none anticipated for current policy period.

B) CHARTERER'S LIABILITY

for Aruba Chemical
Industries, N.V.

\$2,000,000 Damage to Vessel
and Cargo
\$2,000,000 Demurrage or Removal
of Wreck.
\$2,000,000 Collision (Third Party)
including Demurrage - P.D.
\$2,000,000 Each Person
\$2,000,000 Each Accident
Third Party Bodily Injury
Liability including Liability to
Crew of Chartered vessel.
\$ 5,000 Deductible Each Accident.

Arkwright-Boston
Manufacturers
Insurance Co.

Y. P.M. & C. ASSOCIATES, INC.

A) Insurance Brokers Errors
and Omission Coverage

\$2,000,000 Each Claim/Aggregate
\$ 5,000 Deductible Per Claim

Employers
Reinsurance
Corporation

B) Excess Insurance Brokers
Errors and Omission Coverage

\$1,000,000 Each Claim/Aggregate
Excess of \$2,000,000
\$2,000,000 Excess of
\$3,000,000

Adriatica
Insurance
Company
North River
Ins. Co.

For the attention of Tom Clarke/Frank Bassella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

WRG 0711

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

01576

V1

XII. FOREIGN INSURANCE

A) W.R. Grace & Co.	\$1,000,000 Per Occurrence B.I. & P.D. CSL for G.L. and A.L. Combined \$2,000,000 Aggregate Products \$2,000,000 Aggregate Property Damage Per Location	Granite State
Worldwide Comprehensive General and Automobile Liability Program	\$ 250,000 Self-Insured for Property in Insured's Care, Custody and Control	
B) Grace Petroleum Libya Inc.		
1) General Liability including Products Liability	B.I. \$300,000 each Occurrence \$300,000 Annual Aggregate P.D. \$250,000 Each Occurrence \$300,000 Annual Aggregate	Granite State
2) Automobile Liability	B.I. \$250,000 each Person \$300,000 each Occurrence P.D. \$250,000 each Occurrence	Granite State
3) Employer's Liability	\$250,000 each Person \$250,000 each Accident	Granite State.

For the attention of Tom Clarke/Frank Masella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

WRG 0712

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

61577

100% (48.05% WALTERBOOK INSURANCE COMPANY LIMITED
(6.49% EL PASO INSURANCE COMPANY LIMITED
(11.69% MUTUAL REINSURANCE COMPANY LIMITED
(12.99% DAKI INSURANCE COMPANY LIMITED
(11.04% BERMUDA PIPE & MARINE INSURANCE COMPANY LIMITED
(9.74% ST. CATHERINE INSURANCE COMPANY LIMITED

Hereon

100%

For the attention of Tom Clarke/Frank Massalia,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

WRG 0713

C.T. BOWRING & CO. (INSURANCE) LTD.
Lloyd's Brokers
NORTH AMERICAN NON-MARINE INSURANCE DIVISION

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

01578

P.O. BOX 148. TELEPHONE: 01-283 3100
THE BOWRING BUILDING. TELEGRAMS: BOWINSUR
TOWER PLACE, LONDON EC3
LONDON, EC3P 1EE TELEX: 882191
(Registered Office) Registered No. 78170 London

Date 8th August, 1979
VAT No. 244 2817 79

In accordance with instructions we have amended cover as follows:

A/C: W.R. GRACE & CO. ET AL.

Agreed include BOOKER DRILLING COMPANY effective inception.

W.R. GRACE primary carrier (CIA) will include BOOKER on a "Difference Between" basis up to CIA total primary limits until BOOKER totally absorbed when BOOKER's existing Primary Policies will be cancelled and totally included in the CIA programme.

INFORMATION.

CIA Primary Premiums: GL \$ 11,218 AUTO \$ 192

Receipts \$28,465,000 (1979 estimated) (.41 of W.R. GRACE)

Payroll \$ 7,600,000

Loss Experience: 1976 \$147,533 Total GL
1977 \$ 73,165 Total GL

No owned/non owned Watercraft/Aircraft

8 Auto units.

BOOKER perform "workover" and "completion work" operations. No drilling of either production or exploratory wells.

Receipts to be included in Adjustmentanson.

All Other Terms and Conditions Remaining Unchanged

For the attention of Tom Clarke/Frank Masella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

C.T. BOWRING & CO. (INSURANCE) LTD.

David J. Burfoot Jr. Director

WRG 0714

C. T. BOWRING & CO. (INSURANCE) LTD.
Lloyd's Broker
NORTH AMERICAN NON-MARINE INSURANCE DIVISION

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

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P.O. BOX 148. TELEPHONE: 01-223 3100
THE BOWRING BUILDING. TELEGRAMS: BOWINSUR
TOWER PLACE. LONDON EC3
LONDON, EC3P 3BE TELEX: 882181
(Registered Office) Registered No. 78170 London

6th September, 1979
Date _____
VAT No. 244 281778

In accordance with instructions we have amended cover as follows:

A/C: W.R. GRACE & CO. ET AL.

Noted and agreed effective inception that in reference to the inclusion of
Booker Drilling Company the W.R. GRACE primary carrier (CIA) is excess and
difference in conditions over Bookers existing program and not as stated
in the previous addendum attaching hereto.

17/11/75

All Other Terms and Conditions Remaining Unchanged
For the attention of Tom Clarke/Frank Basella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

C.T. BOWRING CO. (INSURANCE) LTD.

MC Sauer pp Director

W R G. 0715

Bowring

COPY COVER NOTE

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C.T. BOWRING & CO. (INSURANCE) LTD.
Lloyd's Brokers
AMERICAN NON-MARINE DIVISION

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

P.O. BOX 145, TELEPHONE: 01-263 3100
THE BOWRING BUILDING, TELEGRAMS: BOWNSUR
TOWER PLACE, LONDON EC3
LONDON, EC3P 3BE TELEX: 82171
(Registered Office) Registered No. 26170 London

Please always quote this No. PY107779

Date 2nd August, 1979

VAT No. 244 2517 78

Renewing No. 35446

In accordance with your instructions we have arranged cover as follows:

TYPE UMBRELLA LIABILITY INCLUDING EMPLOYEE BENEFIT LIABILITY BUT EXCLUDING CLAIMS ARISING FROM E.R.I.S.A. (1974).
EXCLUSIONS AS ATTACHED.

FORM WORDING AS EXPIRING AS FAR AS APPLICABLE TO BE AGREED BY UNDERWRITERS.

ASSURED W.R. GRACE & CO. et al and/or Subsidiary, Associated, Affiliated Companies and/or Organisations owned, controlled and/or managed Companies as now or hereinafter constituted plus joint ventures as expiring.

PERIOD 36 months at 30th June, 1979.

INTEREST Coverage in respect of all the insured's operations.

SUM INSURED 80% of \$5,000,000 each occurrence (Aggregates Products and Occupational Disease)
Excess of
(A) The amount covered under underlying insurances as per schedule
(B) \$100,000 each occurrence in respect of losses not covered by said underlying insurances.

SITUATION Worldwide.

For the attention of Tom Clarke/Frank Nasella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020

C.T. BOWRING & CO. (INSURANCE)

WRG - 0716

No.) PY107779

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CONDITIONS

Service of Suit Clause (U.S.A.).
4% Tax Clause (if applicable).
Ex. Agg. Endorsement - subject primaries unimpeded at 5%
inception hereon.
Cancellation Clause 60 days.
N.M.A. 1687 (amended as expiring).
N.M.A. 1685 except in respect of oil and gas operations which
subject N.M.A. 1683 other than operations on, over or under
water which subject to N.M.A. 1684.

PREMIUM

- 80% of Minimum and Deposit \$1,650,000 (payable 1/3rd annually)
adjustable annually at 9-1/4% on gross receipts.
Plus Additional Premium \$18,000 annual in respect of coverage
provided herein by Part II Exclusions (A) (B) & (C).

Less 4% Federal Excise Tax.

INFORMATION

As over

For the attention of Tom Clarke/Frank Nasella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

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CONTINUATION SHEET

No.) PY107779

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INFORMATION

Assured's operations are basically involved in 3 areas being:

- 1) Chemicals which total 54.10% and is split 40.70% Industrial and Specialty 13.40%
- 2) Consumer Products which total 38.90% and split 9.10% U.S. Specialty Retailing, 6.00% U.S. Restaurants, 23.80% other than above plus total Foreign Consumer.
- 3) Natural Resources 7%

Estimated Annual Sales:

1979 \$4,930,000,000
1980 \$5,666,800,000
1981 \$6,383,400,000

1979 Annual Payroll \$493,749,143

No manufacturing or relabelling on packaging of Pharmaceutical Products by the Assured other than resulting from operations of HPI Hospital Pharmacies Division of Daylin Inc.
No change in expiring information regarding Mining Operations and Aviation Products Exposure.

Hearon

COMPANIES (as attached) 100%

For the attention of Tom Clarke/Frank Massella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

W.R.G. 07.18

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EXCLUSIONS (ADDITIONAL TO FORM)

W.R. GRACE.

6-620

PART I

(A) Property Damage arising from:

- 1) Erroneous delivery of seeds, erroneous substitution of one seed for another, or mislabeling of seeds;
- 2) Cross pollination;
- 3) Germination failure;
- 4) The presence of noxious weed seed;
- 5) Natural shrinkage of grain;
- 6) Loss of and/or damage and/or deterioration from delay or from moisture content of grain;
- 7) Commingling of grain;

- (B) 1) To liability arising under any policy of insurance or reinsurance;
2) To liability arising out of the issuance, non-issuance, declination or cancellation of, or the imposition of special terms to any policy of insurance or reinsurance;

(C) In respect of oil/gas drilling and/or exploration operations:

- (i) cost of control of any oil/gas well
- (ii) loss of hole and/or in hole equipment

PART II

- (A) Charterers Liability;
(B) Safe berthing of any marine vessel;
(C) Marine vessels in Assured's Care, Custody or Control;
(D) Non owned watercraft liability
(E) Contractual;
(F) Incidental malpractice

For the attention of Tom Clarke/Frank Nasella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

WRG 0719

CONTINUATION SHEET

No. 111111

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(G) In respect of oil/gas drilling and/or exploration operations:

- (i) explosion, blowout and/or cratering
- (ii) underground Property Damage not already excluded by N.M.A.
1683/4/5;

(H) Data processors Errors and Omissions;

(I) Liability resulting from ownership, maintenance and/or operations of any dock,
wharf and/or quay facility

(J) Insurance brokers errors and omissions;

(K) Punitive and/or Exemplary Damages;

(L) Pharmacists Liability.

For the attention of Tom Clarke/Frank Maxella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

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CONTINUATION SHEET

No. 27137779

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WARRANTIES - W.R. GRACE UMBRELLA.

- (1) Notwithstanding scheduled underlying policies contain limits in respect of products recall and architects Errors and Omissions, no coverage provided hereon and for the purposes of the policy Underlying Coverages not be impaired by such exposure.
- (2) Physical damage coverage maintained for 100% values in respect of all H.P.R. properties and blanket block policy for \$50,000,000 excess of \$1,000,000 deductible maintained for all other real property, all property in Assured's Care, Custody and Control covered by such policies.
- (3) No step down excess of Self Insured Retention hereon in the event of any loss not being covered by scheduled primaries due to deductible contained therein.

For the attention of Tom Clarke/Frank Nastilla,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

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CONTINUATION SHEET

No. PY107779

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W.R. GRACE & CO.
SCHEDULE OF UNDERLYING INSURANCE

<u>COVERAGE</u>	<u>LIMIT</u>	<u>CARRIER</u>
I. DOMESTIC GL AND AL:		
A.) General/Products Liability	B.I. \$1,000,000 Each Occurrence \$2,000,000 Aggregate Products Only	C.H.A.
	P.D. \$1,000,000 Each Occurrence \$2,000,000 Aggregate Products Only	C.H.A.
B.) Employee Benefits	\$ 500,000 Each Claim \$ 750,000 Annual Aggregate	C.H.A.
C.) Care, Custody and Control	\$1,000,000 Each Occurrence	C.H.A.
D.) Advertisers Liability	\$ 500,000 Each Occurrence	C.H.A.
E.) Automobile Liability	B.I. \$1,000,000 Each Occurrence P.D. \$1,000,000 Each Occurrence	C.H.A.
		C.H.A.

* W.R. Grace & Co. assumes the first \$500,000 of each loss within the framework of a retrospective rating plan. The premiums indicated are for insurance excess of \$500,000 up to policy limits. The combination of the \$500,000 Loss Assumption and pure insurance is equal to the limits shown above.

II. EMPLOYERS LIABILITY:

A.) Employers' Liability including Occupational Disease	\$ 500,000 Each Employee \$ 500,000 Each Accident	C.H.A.
--	--	--------

For the cion of Tom Clarke/Frank Wasella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

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CONTINUATION SHEET

No. FY107779 G1587

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B) Amendment of Coverage B
Maritime (Jones Act)

Bodily Injury by Accident C.N.A.
\$500,000 Each Employee
\$500,000 Each Accident
Bodily Injury by Disease
\$500,000 Each Employee
\$500,000 Aggregate Disease
(Per State)

C) U.S. F.L. & H.W.A.

\$250,000 Each Employee C.H.A.
\$500,000 Each Accident

IIIAIRCRAFT LIABILITY
(Excluding Non-Ownership)

\$15,000,000 Combined Single U.S.A.I.G.
Limit including Voluntary
Settlements of \$250,000 Per
Person - including Crew (Part of
and not in addition to the
\$10,000,000 Limit)

A) Care, Custody or Control

\$ 1,000,000 Each and Every Loss U.S.A.I.G.
(with respect to Hangars,
Buildings or Other Property
or Contents thereof required
by Lease or Other Agreement or
if Insurance is purchased)

B) Non-Ownership Hull
Liability

\$ 5,000,000 Per Occurrence U.S.A.I.G.
and Aggregate

C) Aircraft Non-Ownership
Liability

\$10,000,000 Combined Single Limit U.S.A.I.G.

2) GROUND HANGARKEEPERS
LIABILITY

\$2,000,000 Each Aircraft U.S.A.I.G.
\$2,000,000 Each Occurrence

For the attention of Tom Clarke/Frank Nasella,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

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CONTINUATION SHEET

No. PY107779

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X
A) CHARTERER'S LIABILITY/WHARFINGERS LIABILITY
for W.R. Grace & Co.

*\$2,000,000 Damage to Vessel
and Cargo
\$2,000,000 Demurrage and
removal of Wrack
\$2,000,000 Collision (Third Party)
Including Demurrage - P.D.
\$2,000,000 Each Person
\$2,000,000 Each Accident
Third Party Bodily Injury
Liability including Liability to
Crew of Chartererd Vessel
\$ 5,000 Deductible Each Accident

Arkwright-Boston
Manufacturers
Insurance Co.

S10845

* Limit will increase to \$5,000,000 when and if a sulphur shipment takes place. The increased limit will remain in effect for the duration of policy term. To date no sulphur shipments have taken place and none anticipated for current policy period.

B) CHARTERER'S LIABILITYfor Aruba Chemical
Industries, N.V.

\$2,000,000 Damage to Vessel
and Cargo
\$2,000,000 Demurrage or Removal
of Wrack.
\$2,000,000 Collision (Third Party)
including Demurrage - P.D.
\$2,000,000 Each Person
\$2,000,000 Each Accident
Third Party Bodily Injury
Liability including Liability to
Crew of Chartered vessel.
\$ 5,000 Deductible Each Accident.

Arkwright-Boston
Manufacturers
Insurance Co.X
P.M. & C. ASSOCIATES, INC.**A) Insurance Brokers Errors
and Omission Coverage**\$2,000,000 Each Claim/Aggregate
\$ 5,000 Deductible Per ClaimEmployers
Reinsurance
Corporation**B) Excess Insurance Brokers
Errors and Omission Coverage**\$1,000,000 Each Claim/Aggregate
Excess of \$2,000,000Adriatica
Insurance
Company.
North River
Ins. Co.\$2,000,000 Excess of
\$3,000,000

For the attention of Tom Cl.
March 1 McLeannan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

John Nasella,

WRG 0724

CONTINUATION SHEET

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V1
VII. FOREIGN INSURANCE

A) W.R. Grace & Co.	\$1,000,000 Per Occurrence B.I. & P.D. Granite State CSL for G.L. and A.L. Combined \$2,000,000 Aggregate Products \$2,000,000 Aggregate Property Damage Per Location \$ 250,000 Self-Insured for Property in Insured's Care, Custody and Control	✓
B) Grace Petroleum Libya Inc.		
1) General Liability Including Products Liability	B.I. \$300,000 each Occurrence \$300,000 Annual Aggregate P.D. \$250,000 Each Occurrence \$300,000 Annual Aggregate	Granite State
2) Automobile Liability	B.I. \$250,000 each Person \$300,000 each Occurrence P.D. \$250,000 each Occurrence	Granite State
3) Employer's Liability	\$250,000 each Person \$250,000 each Accident	Granite State.

For the attention of Tom Clarke/Frank.
March & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

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No.)

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100% (48.05% WALBROOK INSURANCE COMPANY LIMITED
(6.49% EL PASO INSURANCE COMPANY LIMITED
(11.69% MUTUAL REINSURANCE COMPANY LIMITED
(12.99% DART INSURANCE COMPANY LIMITED
(11.04% BERMUDA FIRE & MARINE INSURANCE COMPANY LIMITED
(9.74% ST. CATHERINE INSURANCE COMPANY LIMITED

Heron

100%

100%

[]
For the attention of Tom Clarke/Frank Naselle,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

WRG 0726

Bowring

Attaching to and forming part of Cover Note No. T107779

C. T. BOWRING & CO. (INSURANCE) LTD.
Lloyd's Brokers
NORTH AMERICAN NON-MARINE INSURANCE DIVISION

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P.O. BOX 145, TELEPHONE: 01-283 3100
THE BOWRING BUILDING, TELEGRAMS: BOWNSUR
TOWER PLACE, LONDON EC3
LONDON, EC3P 3SE TELEX: 882191
(Registered Office) Registered No. 78170 London

Date 8th August, 1979

VAT No. 244 2517 79

In accordance with instructions we have amended cover as follows:

225-8

A/C: W.R. GRACE & CO. ET AL.

Agreed include BOOKER DRILLING COMPANY effective inception.

W.R. GRACE primary carrier (CNA) will include BOOKER on a "Difference Between" basis up to CNA total primary limits until BOOKER totally absorbed when BOOKER'S existing Primary Policies will be cancelled and totally included in the CNA programme.

INFORMATION.

CNA Primary Premiums: CL \$ 11,218 AUTO \$ 192

Receipts \$28,465,000 (1979 estimated) (.41 of W.R. GRACE)

Payroll \$ 7,600,000

Loss Experience: 1976 \$147,533 Total CL
1977 \$ 73,165 Total CL

No owned/non owned Watercraft/Aircraft

8 Auto units.

BOOKER perform "workover" and "completion work" operations. No drilling of either production or exploratory wells.

Receipts to be included in Adjustment baron.

All Other Terms and Conditions Remaining Unchanged

For the attention of Tom Clarke/Frank Masselle,
Marsh & McLennan, Inc.,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

C. T. BOWRING (INSURANCE) LTD.

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